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BY: *Purdosi*

**Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form**

Type of contract: 1 year ☐ Multi-year ☒ Single Event ☐ **Purchasing Use Only**
Contract #:

☐ **Submission Information**

Contact Name: Dan Morgan

Department: RCFR

Project Title: Mutual Aid Agreement - Newton

Funding Account Number: n/a

Contract amount: n/a

Contract Type: Goods () Services (X) Labor ()

Contract Action: New () Renewal (X) Change Order ()

Original Contract Number:

☐ **Vendor Information**

Vendor Name: Newton County Fire service

Address: 4136 Hwy 278 NE

Address: Covington, GA 30014

Email: mconner@co.newton.ga.us

Phone #: 770-784-2116

Contact: Chief Mike Conner

Term of contract: ongoing until renewed

Finance Director Signature

I have reviewed the attached contract, and the amount is approved for processing.

Signature: *P. Miller*

Date: 5-8-18

Procurement Officer Signature

I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County.

Signature: *Jim Malone*

Date: 5/1/18

Summary:

This is Mutual Aid and Automatic Aid agreement between Rockdale County and Newton County for the purpose of fire protection and assistance. This is an update on the existing agreement (dated Dec. 2002). This agreement provide for the dispatching (automatically or upon request) resources to aid emergency services between the fire departments of both counties. This is a standard agreement between neighboring municipalities to enhance the protection of the citizens when one department is overwhelmed.

The format is the same as the current agreement with Henry Co. (dated Oct. 2013)

Department Head/Elected Official Signature:

Date:

[Signature]

4/25/18

2018-212

Memo

TO: Jennifer Rutledge, County Clerk
FROM: Judy T. Johnson, Deputy Clerk
DATE: March 14, 2018
RE: Agreement of Mutual Aid and Automatic Aid

On Tuesday, February 20, 2018, the Newton County Board of Commissioners unanimously approved the enclosed Agreement of Mutual Aid and Automatic Aid between Rockdale County and Newton County, Georgia.

Enclosed you will find two originals. After execution, please return one original to us for our official records.

Kindly return to:

Judy T. Johnson
Deputy Clerk
Newton County Board of Commissioners
1124 Clark Street SW
Covington, Georgia 30014

Best Regards.

AGREEMENT OF MUTUAL AID AND AUTOMATIC AID

NEWTON COUNTY / ROCKDALE COUNTY

This agreement is made and entered into this _____ day of _____, 2018, by and between Rockdale County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and Newton County, Georgia, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners.

WITNESSETH:

WHEREAS, Rockdale County and Newton County, Georgia are contiguous;
and,

WHEREAS, Rockdale County and Newton County, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance; and,

WHEREAS, Rockdale County and Newton County have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other party in the event of a fire or other local emergency, and to take part in joint training exercises; and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid and automatic aid (first response) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph III and the Official Code of Georgia Annotated O.C.G.A. § 36-69-3 "Georgia Mutual Aid Act".

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1 – AUTOMATIC AID FIRST RESPONSE

Paragraph 1.0. The parties shall establish a mutually beneficial response district within and up to certain feasible boundary limits as designated and agreed upon by the Rockdale County Fire Chief and the Newton County Fire Chief and attached and incorporated hereto as Addendum A and hereinafter referred to as “response district”. This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

Paragraph 1.1. In the event of any fire, rescue, disturbance, or other fire related local emergency occurring in the response district, Rockdale County and Newton County shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this agreement.

Paragraph 1.2. The level of automatic aid (first response) shall be extended to a level agreed upon by the Rockdale County Fire Chief and the Newton County Fire Chief and included herein as Addendum B.

ARTICLE 2 – MUTUAL AID

Paragraph 2.0. The level of mutual aid shall be extended to a level agreed upon by the Rockdale County Fire Chief and the Newton County Fire Chief or their designee and included herein as Addendum B. Upon approval of the Fire Chief or their designee, the party furnishing aid shall determine the actual amount of equipment and staff it will request or extend in each emergency based on the available personnel and equipment and of local conditions at the time of the emergency.

Paragraph 2.1. It is expressly agreed that the aid actually furnished may be recalled at the discretion of the Fire Chief or their designee of the furnishing jurisdiction.

Paragraph 2.2. It is further agreed that the parties will participate in joint training exercises in order to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

ARTICLE 3 – SUPERVISION

Paragraph 3.0. The furnishing jurisdiction shall dispatch a Chief Officer. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the OIC (Officer in Charge) of the jurisdiction having authority.

Paragraph 3.1. When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the jurisdiction receiving aid then that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

Paragraph 3.2. Personnel who are furnished will work as far as possible under their own equipment except as provided in Paragraph 3.1.

Paragraph 3.3. All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the aid except as provided in Paragraph 3.1.

Paragraph 3.4. The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other materials as needed for use of equipment at the scene of the emergency.

ARTICLE 4 – LIABILITY

Paragraph 4.0. There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

Paragraph 4.1. Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 4.2. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

ARTICLE 5 – CONSIDERATION

Paragraph 5.0. No party under this agreement will be required to pay any compensation to the other party under this agreement for services rendered pursuant to this agreement.

Paragraph 5.1. It is expressly agreed that the mutual advantage and protection afforded by this agreement is adequate consideration to both parties.

Paragraph 5.2. Each party to this agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 5.3. Each party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other party.

ARTICLE 6 – RELEASE OF CLAIMS

Paragraph 6.0. Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this agreement.

ARTICLE 7 – INJURIES TO PERSONNEL

Paragraph 7.0. Any damage or other compensation which is required to be paid to any employee by reason of any injury occurring while their services are being utilized pursuant to

this agreement shall be the sole liability and responsibility of the party regularly employing that person.

ARTICLE 8 – NO THIRD PARTY BENEFICIARIES

Paragraph 8.0. This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 9 – TERM OF AGREEMENT

Paragraph 9.0. This agreement shall commence upon its approval by the respective governing bodies of Rockdale County and Newton County. This agreement shall stand automatically renewed by the parties each year thereafter on January 1st, unless and until such time as written notice of termination or modification is received by either party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

ARTICLE 10 – DISPATCHING OF ALARM – AUTOMATIC AID

Paragraph 10.0. The dispatcher of the party having control over the emergency scene will dispatch his or her department's preassigned apparatus first.

Paragraph 10.1. The dispatcher will then contact the fire department providing automatic aid apparatus to the alarm and advise them of the request.

Paragraph 10.2. When dispatching apparatus to a location involving automatic aid, each party's dispatcher will announce that automatic aid is responding. This will enable the officer in charge of the assignment to know precisely what equipment the officer can expect to arrive on the scene.

ARTICLE 11 – FIRE SCENE COMMUNICATIONS

Paragraph 11.0. The officer in charge of the jurisdiction having control shall provide specific instructions to the automatic or mutual aid officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided for the automatic aid system.

Paragraph 11.1. Whenever possible, the officer in charge of the emergency scene should provide the automatic or mutual aid officer with a portable radio for use during the emergency.

Paragraph 11.2. Upon arriving on the scene, the automatic or mutual aid officer shall keep his or her department informed of the status of the operation. If it appears the automatic or mutual aid equipment will be needed at the emergency scene for an extended period of time, the automatic or mutual aid officer should so advise his or her dispatcher.

ARTICLE 12 – MOVE UP OR EQUIPMENT – MUTUAL AID

Paragraph 12.0. Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for its own department.

Paragraph 12.1. In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by “moving up” mutual aid units into the effected jurisdiction.

ARTICLE 13 – ADMINISTRATION

Paragraph 13.0. It is agreed by each of the parties that for the purposes of liaison and administration, the Rockdale County Fire Chief and the Newton County Fire Chief shall be jointly responsible.

ARTICLE 14 – ENTIRE AGREEMENT

Paragraph 14.0. This agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 14.1. This agreement shall be the sole instrument for the provision of emergency fire service mutual aid and automatic aid between the parties.

ARTICLE 15 – TERMINATION

Paragraph 15.0. Either party to this agreement may terminate the agreement by giving not less than ninety (90) days advance written notice to the other party.

ARTICLE 16 – SEVERABILITY OF TERMS

Paragraph 16.0. In the event any part or provision of this agreement is held to be Invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 17 – GOVERNING LAW

Paragraph 17.0. This agreement shall be governed in all respects by the laws of the State of Georgia

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto set their hands and seals by their duly authorized representatives on the date and year first above written.

**ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS**



Chairman, Rockdale County

CONSENTED TO BY:

Fire Chief
Rockdale County Fire Department

ATTEST:

Clerk of Rockdale County

APPROVED AS TO FORM:

County Attorney
Rockdale County

[County Seal]

**NEWTON COUNTY, GEORGIA
BOARD OF COMMISSIONERS**



Chairman, Newton County

CONSENTED TO BY:

Fire Chief
Newton County Fire Department

ATTEST:

Clerk, Newton County

APPROVED AS TO FORM:

County Attorney
Newton County



ADDENDUM A
RESPONSE DISTRICT

- Per Paragraph 1.0 of the Aid Agreement, the Automatic Aid Response Districts of both Rockdale and Newton Counties shall be defined as those areas contained within one (1) linear mile of the county line separating the counties and be considered the feasible boundary limits as designated and agreed upon by the Rockdale County Fire Chief and the Newton County Fire Chiefs.

All care will be made to maintain current information within each receiving jurisdiction to note those addresses to receive Automatic Aid from the furnishing jurisdiction. Such information may come from any or all of the following entities, departments, or groups within each jurisdiction with the approval of the fire chief of that jurisdiction:

Fire Department

911 / Dispatch center

GIS (Geographic Information Systems)

Each receiving jurisdiction shall provide the appropriate maps (electronic and hard copy) and other location information to the furnishing jurisdiction and update those maps when warranted by changes in the response district.

This response district may be changed to reflect additions or deletions of response areas with the approval of both parties.

ADDENDUM B

Newton County Response:

Automatic Aid: **One fire apparatus and a minimum of two firefighters**

One Chief Officer

Apparatus to be committed from the nearest designated station in the "response district".

If the apparatus in the designated station is not available for the call, no other apparatus shall be dispatched.

One fire apparatus, one Rescue unit, and one Chief Officer shall be dispatched on any structure fire, entrapment, or Hazardous Material incident.

Mutual Aid: Request for specific equipment will be made by an officer of the receiving jurisdiction. The response of this equipment will be contingent on the approval by the chief duty officer of the furnishing jurisdiction.

Rockdale County Response:

Automatic Aid: **One fire engine and a minimum of three firefighters**

One Chief Officer

Apparatus to be committed from the nearest designated station in the "response district".

If the apparatus in the designated station is not available for the call, no other apparatus shall be dispatched.

One fire apparatus, and one Chief Officer shall be dispatched on any structure fire, entrapment, or Hazardous Material incident.

Mutual Aid: Request for specific equipment will be made by an officer of the receiving jurisdiction. The response of this equipment will be contingent on the approval by the chief duty officer of the furnishing jurisdiction.

ADDENDUM C

Maintenance of the Agreement

Both parties to the agreement will review the contact and general information contain in the agreement and all addendums annually for completeness and correctness.

Both parties to the agreement agree to meet and have at least one mutual aid training session each quarter and each department will document said training with a sign-in sheet and outline of the training reviewed. These training documents will be retained by each department with the annual confirmation of the agreement.

Each party will keep a notation of the annual confirmation of the agreement in their own records.

Any correction of information in the agreement will not constitute a change in the spirit or intent of the agreement and will not require any additional action on either party in order to continue the agreement.